IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:		
	Hickman))
Serial No.:	10/729,356) Art Unit
Confirmation No.:	8257) 3764
Filed:	December 5, 2003))
For:	METHOD AND APPARATUS FOR REMOTE INTERACTIVE EXERCISE AND HEALTH EQUIPMENT)))
Examiner:	Glenn E. Richman))
REVOCATION AND SUBSTITUTE POWER OF ATTORNEY		
Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450		
Sir:		
The undersigned, Everett Smith, Secretary and General Counsel of ICON IP, Inc., the		
assignee of the entire interest of the above-identified application, as shown by the assignments		
attached as Exhibit A hereto, which were submitted for recording in the Assignment Branch on		
Oct. 30, 2007 and recorded at Reel, Frames and Reel, Frames		

_______, hereby revokes all previous powers of attorney in the above-identified application, and hereby appoints as its attorneys and/or patent agents all attorneys and/or patent agents under Customer Number 022913, with full power of substitution and revocation, to prosecute said

application, to make alterations and amendments therein, to receive the Letters Patent, and to

transact all business in the Patent and Trademark Office connected therewith.

Everett Smith further declares that all statements made herein of his own knowledge are

true; and further that these statements were made with the knowledge that willful, false

statements and the like so made are punishable by fine or imprisonment, or both, under Section

1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize

the validity of the application or any patent issuing thereon.

All correspondence and telephonic communications should be directed to:

Jonathan W. Richards 022913 Customer Number

Telephone: (801) 533-9800 Facsimile: (801) 328-1707

All previous powers of attorney are hereby revoked.

Signed at Logan, Utah, this 3 st day of October 2007.

В

Everett Smith

Secretary and General Counsel 1500 South 1000 West Logan, Utah 84321

JWR:jbe

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EXHIBIT A OUIT CLAIM ASSIGNMENT (CYBERGYM RESEARCH LLC)

WHEREAS, Cybergym Research LLC, a Texas limited liability company having its principal place of business in Marshall, Texas ("Assignor"), may have an interest, including as reflected by the records of the U.S. Patent and Trademark Office, in the following U.S. Patents and patent applications (hereinafter the "Patents and Patent Applications"):

Patents

- 1-U.S. Patent No. 6,193,631 entitled "Force Script Implementation over a Wide Area Network," issued February 27, 2001; and
- U.S. Patent No. 6,749,537 entitled "Method and Apparatus for Remote Interactive Exercise and Health Equipment," issued June 15, 2004 ("jointly referred to as the "Patents").

Patent Applications

- 3-U.S. Patent Application Serial No. 10/729,356, filed December 5, 2003 (pending); and
- 4-U.S. Patent Application Serial No. 10/773,617, filed February 6, 2004 (pending) (jointly referred to as the "Patent Applications").

WHEREAS, ICON IP, Inc., a Delaware corporation having its principal place of business in Logan, Utah ("Assignee"), desires to acquire all right, title and interest in and to the Patents, including the right to sue for past and future infringement thereof.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee all right, title, and interest vested in Assignor, in and to the Patents and the Patent Applications, together with all rights of priority, continuations, divisions, continuations-in-part, continuing prosecution applications, reexaminations, and reissues thereof, and including the right to sue for past and future infringement thereof

Assignor hereby covenants and agrees that, at any time upon the reasonable request and at the expense of Assignee, Assignor shall execute and deliver such other and additional documents as may be necessary to enable and assist Assignee in recording this Assignment and the transfer of ownership of Patents from Assignor to Assignee, including, but not limited to the execution and delivery of specific assignment documents that may be required, or that may otherwise be necessary or appropriate to carry out the intent and purposes of this Agreement.

SIGNED on this the 29 day of October, 2007.

State of California County of

Michael Gough, President

[NOTARY BLOCK]

SHARON L. HAWKINS COMM. #1615478

NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY

Subscribed and Sworn to (or affirme Before me on this 26 day of 24

Michael rersonally known to be or proved to me on the basis of satisfactory evidence to be the

person(s) who apple of the tire this LIC, State of Galifornia

Comm. Expires Oct. 22, 2009 Stonelus

QUIT CLAIM ASSIGNMENT (CYBERGYM, INC.)

WHEREAS, Cybergym, Inc. a California Corporation having its principal place of business at 26500 Purissima Road, Los Altos Hills, CA 94022 ("Assignor"), may have an interest, including as reflected by the records of the U.S. Patent and Trademark Office, in the following U.S. Patents and patent applications (hereinafter the "Patents and Patent Applications"):

Patents

- U.S. Patent No. 6,193,631 entitled "Force Script Implementation over a Wide Area Network," issued February 27, 2001; and
- U.S. Patent No. 6,749,537 entitled "Method and Apparatus for Remote Interactive Exercise and Health Equipment," issued June 15, 2004 ("jointly referred to as the "Patents").

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SIGNED on this the 29 day of October, 2007.

Paul L. Hickman, President

INOTARY BLOCK

SHARON L. HAWKINS
COMM. #1615478
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Oct. 22, 2009

Subscribed and Swom to (or affirmed) store me on this 21 day of 4.20 by

beare of satisfactory evidence to be the

Signature Manifely will